

Kathleen P. March, Esq., (CA SBN 80366)
THE BANKRUPTCY LAW FIRM, PC
10524 W. Pico Blvd, Suite 212, LA, CA 90064
Phone: 310-559-9224; Fax: 310-559-9133
Email: kmarch@BKYLAWFIRM.com
Counsel of Record for Greyson Law Center PC
on this Motion, and defending adversary proc.

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA—SANTA ANA DIV.

In re

THE LITIGATION
PRACTICE
GROUP, P.C.,

Debtor.

Bankruptcy Case No. 8:23-bk-10571-SC
Chapter 11

NOTICE OF MOTION AND MOTION OF
GREYSON LAW CENTER PC, FOR AN ORDER
GRANTING ALLOWANCE AND PAYMENT
OF ADMINISTRATIVE CLAIM, PURSUANT
TO 11 U.S.C. §503(b)(1)(A); DECLARATIONS
OF HAN TRINH, KATHLEEN P. MARCH,
ESQ. AND DOUGLAS PLAZAK, ESQ., EACH
WITH EXHIBITS

Hearing on this Motion (and on other parties'
Motions) for allowance and payment of
administrative claim are all set for:

Date: January 19, 2024

Time: 11:00 a.m.

Place: Courtroom of Bankruptcy Judge Scott
Clarkson, by Zoom or in person at:
411 West Fourth Street, Courtroom 5C
Santa Ana, CA 92701-4593

TABLE OF CONTENTS

1		
2	Notice of Motion.....	v
3		
4	Memorandum of Points and Authorities in Support of <i>Greyson Law Center Pc's</i>	
5	Motion for Allowance and Payment of Administrative Claim.....	1
6	I. The US Supreme Court <u>Fundamental Fairness Rule</u> , Articulated by the Us	
7	Supreme Court, in <i>Reading Co. v. Brown</i> , and Its Progeny, Apply Here, to	
8	Require Granting <i>Greyson's</i> Motion for an Administrative Claim Against	
9	LPG's Bankruptcy Estate, for Damage that Negligence, and Additional	
10	Wrongful Conduct, of Trustee's Attorney Celentino, and Celentino's	
11	Field Agents, Caused to <i>Greyson</i> , including Conversion of Greyson's	
12	Property, and Unfair Competition against Greyson.....	1
13		
14	II. 11 USC §503(b)(1)(A) has Been Held to be Broad Enough to Allow An	
15	Administrative Claim, to be Paid by the Bankruptcy Estate, for Damage	
16	Caused by Wrongful Post-Petition Conduct of Chapter 7 Bankruptcy	
17	Trustees.....	5
18		
19	III. Greyson was Deprived of Any Opportunity to Oppose the 5/26/23 Lockout	
20	and Preliminary Injunction Order being Granted against Greyson, Because	
21	Trustee's Attorneys Concealed from All Defendants that Trustee was Suing	
22	All Defendants, and Concealed Trustee had Moved for the Lockout and	
23	Preliminary Injunction Order by Sealed Motion, with No Notice to	
24	Defendants	7
25		
26		
27		
28		

IV.	The Negligent (And Worse) Conduct of Trustee’s Attorney Celentino, And Celentino’s Field Agents, Against Greyson, Entitles Greyson to the Administrative Claim Greyson Here Moves For.....	11
V.	Greyson is Owed an Administrative Claim of \$300,633, for the 22 of 48 Greyson Clients Greyson Lost, Due to Negligence of Celentino/His Field Agents, of Seizing/Converting 48 Greyson Client Files (which were Greyson Property), and Then Delaying, for a Month, Returning Greyson’s Client Files to Greyson	17
VI.	Post-petition (after LPG filed Bankruptcy on 3/20/23), Phoenix Law Group— Which Celentino Took Over and Operates, as Being an “Alter Ego” of LPG-- Contracted with Greyson, to Pay Greyson \$2,000 per Lawsuit, to Have Greyson Lawyers Defend Phoenix Clients, for Phoenix; the \$2,000 per Case Fees Total \$5,134,000, which Phoenix Owes to Greyson, but Which Celentino has Wrongfully Refused to Pay to Greyson.....	19
VII.	Conclusion.....	22

Declarations of Han Trinh, Douglas Plazak, Esq, and Kathleen P. March, Esq., each
with attached exhibits, are being filed as attachments hereto.

TABLE OF AUTHORITIES

Cases

<i>In re 800Ideas.com, Inc.,</i>	
496 B.R. 165 (9th Cir. BAP 2013).....	7
<i>In re Florence Hospital at Anthem, LLC,</i>	
4:13-bk-03201-BMW, 2018 WL 1989470 (Bankr. D. Ariz. 4/26/18).....	2-3
<i>In re Kadjevich,</i>	
220 F.3d 1016 (9th Cir. 2000).....	2-4
<i>In re Megafoods Stores, Inc,</i>	
163 F.3d 1063 (9th Cir. 1998).....	4-6
<i>In re Metro Fulfillment, Inc.,</i>	
294 B.R. 306 (9th Cir. BAP 2003).....	7
<i>In re Ybarra,</i>	
424 F.3d 1018 (9th Cir. 2005).....	2, 4
<i>Reading Co. v. Brown,</i>	
391 U.S. 471, 88 S.Ct. 1759 (1968).....	1-2, 4, 6, 11, 16, 24

Statutes

11 USC §102(3).....	6
11 USC §503(b)(1)(A).....	1-2, 4-6, 15, 23-25
28 USC §959(b).....	3

NOTICE OF MOTION

**TO CHAPTER 11 TRUSTEE RICHARD MARSHACK, AND TO THE
OFFICE OF THE UNITED STATES TRUSTEE, AND TO ALL OTHER
PARTIES IN INTEREST, AND TO COUNSEL OF RECORD FOR ALL OF
THESE PARTIES:**

PLEASE TAKE NOTICE that on January 19, 2024 at 11:00 a.m., in the
United States Bankruptcy Court for the Central District of California, Santa Ana
Division, either in person at 411 West Fourth Street, Courtroom 5C, Santa Ana, CA
92701-4593 or by Zoom, to be determined by the Court, *Greyson Law Center PC*
("Greyson") will and does move for an Order granting allowance and payment of
Greyson's herein Motion for allowance and payment of Greyson's administrative
claim, pursuant to 11 U.S.C. §503(b)(1)(A).

PLEASE TAKE FURTHER NOTICE that the Motion is based on this
Notice, the attached Memorandum of Points & Authorities, the attached Declaration
of Han Trinh, with attached exhibits, the attached Declaration of Kathleen P. March,
Esq., with attached exhibits, and the attached Declaration of Douglas Plazak, Esq.,
with attached exhibits; plus on any additional matter of which the Court may take
judicial notice, including pleadings and documents filed in this case.

PLEASE TAKE FURTHER NOTICE that, pursuant to Local Bankruptcy
Rule 9013-1(f), that no later than fourteen (14) days before the above stated hearing
date set forth above, any Response/Opposition to the Motion must be written and

1 must be filed in Bankruptcy Court, CD CA, at 411 W. Fourth Street, Santa Ana,
2 California, 92701, and must be served upon counsel for Han Trinh as listed on the
3 upper-left hand of the first page of this Notice and Motion. A copy of
4
5 Response/Opposition must be delivered to chambers of the Hon. Scott Clarkson,
6 United States Bankruptcy Court, 411 W. Fourth Street, Suite 5130, Santa Ana,
7 California, 92701-4593, if over 25 pages long.
8

9 **PLEASE TAKE FURTHER NOTICE** that the failure to respond in writing
10 by the above stated deadline may be deemed by the Court to be a lack of objection to
11 the relief requested in the Motion.
12

13 Dated: November 17, 2023

THE BANKRUPTCY LAW FIRM, PC

14 /s/ Kathleen P. March
15 By: Kathleen P. March, Esq
16 *Attorneys for Greyson Law Center, PC*
17 *on this Motion*
18
19
20
21
22
23
24
25
26
27
28

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF
GREYSON LAW CENTER PC'S MOTION FOR ALLOWANCE AND
PAYMENT OF ADMINISTRATIVE CLAIM**

The controlling law on Greyson Law Center PC's ("Greyson") Motion for Allowance and Payment of Administrative Claim, is both the US Supreme Court "fundamental fairness" doctrine, articulated in the US Supreme Court *Reading Co. v. Brown* case and in *Brown*'s progeny, plus is 11 USC §503(b)(1)(A), interpreted in light of the US Supreme Court "fundamental fairness" doctrine.

I. THE US SUPREME COURT FUNDAMENTAL FAIRNESS RULE, ARTICULATED BY THE US SUPREME COURT, IN *READING CO. v. BROWN*, AND ITS PROGENY, APPLY HERE, TO REQUIRE GRANTING *GREYSON*'S MOTION FOR AN ADMINISTRATIVE CLAIM AGAINST LPG'S BANKRUPTCY ESTATE, FOR DAMAGE NEGLIGENCE, AND ADDITIONAL WRONGFUL CONDUCT, OF TRUSTEE'S ATTORNEY CELENTINO, AND CELENTINO'S FIELD AGENTS, CAUSED TO *GREYSON*, INCLUDING CONVERSION OF *GREYSON* PROPERTY, AND UNFAIR COMPETITION

The US Supreme Court first articulated the fundamental fairness rule, in the US Supreme Court *Reading Co. v. Brown*, 391 U.S. 471, 88 S.Ct. 1759 (1968). In *Reading*, the US Supreme Court held that "damages resulting from the negligence of a receiver acting within the scope of his authority as receiver give rise to 'actual and necessary costs' of a Chapter XI arrangement." In *Reading*, the US Supreme held that tort damage, to victims of a fire caused by the Chapter 11 receiver's negligence, was

1 entitled to administrative expense priority, despite the fact that victims did not transact
2 with the receiver, nor did the estate benefit from the event.

3 Today, it is accepted that the **fundamental fairness rule** holds that a trustee is
4 liable for damage the trustee causes to a third party, in trustee's administration of a
5 bankruptcy case.
6

7 Ninth Circuit Court of Appeals cases hold that this fundamental fairness
8 doctrine survived into the Bankruptcy Code, in 11 USC §503 governing
9 administrative claims, as an **exception** to Section 503's requirement that the
10 bankruptcy estate must benefit from post-petition conduct, for an administrative claim
11 to be allowed.
12

13 The **fundamental fairness rule** has been followed, and expanded, by Ninth
14 Circuit Court of Appeals cases that cite *Reading Co. v. Brown*.
15

16 *In re Florence Hospital at Anthem, LLC*, 4:13-bk-03201-BMW, 2018 WL
17 1989470 at *9 (Bankr. D. Ariz. 4/26/18) cites three Ninth Circuit Court of Appeals
18 cases—*Kadjevich*, *Megafoods* and *Ybarra*—where the Ninth Circuit Court of Appeals
19 recognizes that the US Supreme Court *Reading* case fundamental fairness rule
20 survived from the Bankruptcy Act, into the present Bankruptcy Code, as an **exception**
21 to the 11 USC §503(b)(1) requirement that for a party to be granted an administrative
22 claim, the claim must have benefitted the bankruptcy estate. Plus, *Florence Hospital*,
23 2018 WL 1989470 at *9, states the Ninth Circuit Court of Appeals not only follows,
24 but has **expanded**, the US Supreme Court *Reading* case fundamental fairness rule:
25
26
27
28

1 **“Basis for Administrative Expense Claims**

2 In most cases, two requirements must be met under Ninth Circuit case law in
3 order to establish an actual and necessary administrative expense under §
4 501(b)(1)(A) of the Code: (1) **“the claim must have arisen from a**
5 **transaction with the debtor in possession[,]”** and (2) the claim **“must**
6 **directly and substantially benefit the estate.”** *In re 800Ideas.com, Inc.*, 496
7 B.R. 165, 175 (B.A.P. 9th Cir. 2013). However, in *Reading Co. v. Brown*, the
8 U.S. Supreme Court carved out an exception to the traditional actual and
9 necessary requirements. 391 U.S. 471 (1968); *see also In re Ybarra*, 424 F.3d
10 1018, 1025 n.10 (9th Cir. 2005) (construing *Reading* as “determin[ing] that an
11 award of tort damages to victims of a fire caused by the Chapter 11 receiver's
12 negligence was entitled to administrative expense priority, despite the fact that
13 victims did not transact with the receiver, nor did the estate benefit from the
14 event”). **Although *Reading* was decided under the Bankruptcy Act, it**
15 **survived the enactment of the Bankruptcy Code and is recognized by the**
16 **Ninth Circuit.** *E.g. In re Kadjevich*, 220 F.3d 1016, 1019 (9th Cir. 2000); *In*
17 *re Megafoods Stores, Inc.*, 163 F.3d 1063, 1071 (9th Cir. 1998). Under the
18 *Reading* exception, **as expanded by the Ninth Circuit**, a debtor-in-
19 possession's violation of 28 U.S.C. § 959(b) can, under certain circumstances,
20 give rise to an administrative claim for damages. *See In re Megafoods Stores,*
21 *Inc.*, 163 F.3d at 1072; *In re 800Ideas.com, Inc.*, 496 B.R. at 177–78.”
22 [bold/underline added for emphasis]

23 *Florence Hospital*, at *9 cites 28 USC §959(b), which requires a bankruptcy trustee or
24 receiver to:

25 “manage and operate the property in [its] possession ... according to the
26 requirements of the valid laws of the State in which such property is situated,
27 in the same manner that the owner or possessor thereof would be bound to do if
28 in possession thereof.”

The Ninth Circuit case, *In re Kadjevich*, 220 F.3d 1016, 1019 (9th Cir. 2000)
states:

“In addition to those kinds of ‘standard’ administrative expenses, **tort claims**
based on a trustee’s post-petition negligence are granted administrative-

1 expense priority. *See Reading Co. v. Brown*, 391 U.S. 471, 88 S.Ct. 1759, 20
2 L.Ed.2d 751 (1968). Such claims are deemed ‘ordinarily incident to [the]
3 operation of a business,’ *id.* at 483, 88 S.Ct. 1759, and are granted priority status
4 so that the victims of a reorganizing business’ torts will be compensated ahead of
the creditors who sought reorganization.” [bold/underline added for emphasis]

5 The Ninth Circuit case, *In re Ybarra*, 424 F.3d 1018, 1025 n.10 (9th Cir. 2005),
6 succinctly summarizing controlling law, at Footnote 10, as follows:
7

8 “10. The Supreme Court carved out an exception to this “post-petition transaction
9 requirement” in *Reading v. Brown*, 391 U.S. 471, 88 S.Ct. 1759, 20 L.Ed.2d 751
10 (1968). *Abercrombie*, 139 F.3d at 758. There, the Court determined that an award
11 of tort damages to victims of a fire caused by the Chapter 11 receiver's negligence
12 was entitled to administrative expense priority, despite the fact that victims did
13 not transact with the receiver, nor did the estate benefit from the
14 event. *Reading*, 391 U.S. at 485, 88 S.Ct. 1759. In the interests of “fairness to all
15 persons having claims against the insolvent,” *id.* at 477, 88 S.Ct. 1759, the Court
16 held that **tort claims arising post-petition were “actual and necessary
17 expenses” of preserving the estate.** *Id.* at 482, 485, 88 S.Ct. 1759.”
[bold/underline added for emphasis]

18 The Ninth Circuit case *In re Megafoods Stores, Inc.*, 163 F.3d 1063, 1071 (9th
19 Cir. 1998) states:

20 “In analyzing § 503 and interpreting what may constitute an administrative
21 expense, the Supreme Court in *Reading Co. v. Brown*, 391 U.S. 471, 88 S.Ct.
22 1759, 20 L.Ed.2d 751 (1968), held that “damages resulting from the negligence
23 of a receiver acting within the scope of his authority as receiver give rise to ‘actual
24 and necessary costs’ of a Chapter XI arrangement.” *Id.* at 485, 88 S.Ct. at 1767.
25 Following this broader interpretation of § 503(b), the Ninth Circuit found that
26 “the use of a form of the word ‘include’ is significant, and generally thought to
27 imply that terms listed immediately afterwards are an inexhaustive list of
28 examples, rather than a bounded set of applicable items.” *In re Mark Anthony
Constr., Inc.*, 886 F.2d 1101, 1106 (9th Cir.1989) (citations omitted). The opinion
in *Reading* not only survived the later enactment of the Bankruptcy Code of 1978,
but has been expanded by lower courts. *See Matter of Copeland*, 991 F.2d at 239
(citing to *Yorke v. NLRB*, 709 F.2d 1138, 1143 (7th Cir.1983) (holding that those

injured during the trustee's administration of an estate are entitled to an administrative priority regardless of whether their injury was caused by a tort or other wrongdoing) and *In re Charlesbank Laundry, Inc.*, 755 F.2d 200, 202 (1st Cir.1985) (finding that damages to plaintiffs in the form of a civil compensatory fine and attorney's fees resulting from a debtor's violation of an injunction constitute an administrative claim)); *see also In re Abercrombie*, 139 F.3d 755, 758 (9th Cir.1998)." [bold/underline added for emphasis]

The *Reading* fundamental fairness rule applies here, to require granting the \$300,633 portion of Greyson's herein Motion for allowance and payment of administrative claim. (briefed at **V.** *infra*),

Regular 11 USC §503(b)(1)(A) analysis applies here, to require granting the \$5,134,000 portion of Greyson's Motion for allowance and payment of administrative claim, for Greyson performing essential post-petition work, pursuant to a post-petition contract, for Phoenix Law Center (the alter ego of debtor LPG), benefitting Phoenix/LPG, done at a very reasonable price of \$2,000 per lawsuit. (briefed at **VI.** *infra*).

II. 11 USC §503(b)(1)(A) HAS BEEN HELD TO BE BROAD ENOUGH TO ALLOW AN ADMINISTRATIVE CLAIM, TO BE PAID BY THE BANKRUPTCY ESTATE, FOR DAMAGE CAUSED BY WRONGFUL POST-PETITION CONDUCT OF CHAPTER 7 BANKRUPTCY TRUSTEES

Pursuant to the Ninth Circuit Court of Appeals cases cited in I., *supra*, the "including" language of 11 USC §503(b)(1)(A) has been interpreted as being broad enough to obligate bankruptcy estate to pay a non-debtor party for damage trustee's

administration of the bankruptcy estate causes the non-debtor party, pursuant to the
US Supreme Court *Reading* case **fundamental fairness rule**.

11 USC §503(b)(1)(A) states:

“(b) After notice and a hearing, there shall be allowed administrative expenses,
other than claims allowed under section 502(f) of this title, including—
(1)(A) the actual, necessary costs and expenses of preserving the
estate **including** ... [list of various specific items].”

[emphasis added]

The word “including” signifies that the list of items following the word “including” are
just examples, and are **not** the only items for which a priority claim may be granted.

11 USC §102(3), confirms this. Section 102(3), which sets forth various rules of
construction for words used in the Bankruptcy Code, states:

“(3) “includes” and “including” are **not limiting**,” [emphasis added]

Various §503 cases have pointed out that because of the “including” wording of §503,
that administrative claims are **NOT** limited to the specific items enumerated in
§503(b). E.g. *In re Megafoods Stores, Inc*, 163 F.3d 1063, 1071 (9th Cir. 1998). In
Megafoods, the Ninth Circuit Court of Appeals refers to the US Supreme Court
Reading decision, and states:

“In analyzing §503 and interpreting what may constitute an administrative
expense, the Supreme Court in *Reading Co. v. Brown*, 391 US 471, 88 S.Ct.
1759, 20 L.Ed. 2d 759 (1968), held that ‘damages resulting from the negligence
of a receiver acting within the scope of his authority as receiver give rise to
“actual and necessary costs” of a Chapter XI arrangement.’ *Id.* at 485, 88 S.Ct.
at 1767.” Following this broader interpretation of §503(b), the Ninth Circuit
found that ‘the use of the word “include” [in 503(b)] is significant, and

generally thought to imply that terms listed immediately afterwards are an
inexhaustive list of examples, rather than a bounded set of applicable items.’ *In*
re Mark Anthony Constr., Inc., 886 F.2d 1101, 1106 (9th Cir. 1989).”

There are several reported cases where administrative expense claims have
been made, in Chapter 7 cases, seeking allowance and payment of administrative
expense claims for damage caused to the §503 applicant, by wrongful post-
petition conduct (such as negligence) of Chapter 7 bankruptcy trustees, in
Chapter 7 cases. E.g., *In re 800Ideas.com, Inc.*, 496 B.R. 165 (9th Cir. BAP 2013); *In*
re Metro Fulfillment, Inc., 294 B.R. 306, 309 (9th Cir. BAP 2003).

**III. GREYSON WAS DEPRIVED OF ANY OPPORTUNITY TO OPPOSE
THE 5/26/23 LOCKOUT AND PRELIMINARY INJUNCTION
ORDER BEING GRANTED AGAINST GREYSON, BECAUSE
TRUSTEE’S ATTORNEYS CONCEALED FROM ALL
DEFENDANTS THAT TRUSTEE WAS SUING ALL DEFENDANTS,
AND CONCEALED TRUSTEE HAD MOVED FOR THE LOCKOUT
AND PRELIMINARY INJUNCTION ORDER BY SEALED MOTION,
WITH NO NOTICE TO DEFENDANTS**

Exhibit D to Declaration of Kathleen P. March, Esq. hereto is a true and correct
copy, downloaded from pacer, of the 5/26/23 lockout and preliminary injunction
Order [dkt.13 in the adversary proceeding docket]. Trustee obtained that Order,
Exhibit D, without giving Greyson any opportunity to oppose/defend: Trustee
deprived Greyson from defending, because Trustee did **not** serve his adversary
proceeding on Greyson or on any other defendant, until well after Trustee moved for

1 and obtained that Lockout and preliminary injunction order. (March Decl.) **Exhibit**
2 **C** to March Decl. is the adversary proceeding docket, and shows no defendants were
3 served with the adversary proceeding complaint until well after Trustee moved for and
4 obtained the 5/26/23 lockout and preliminary injunction order against many
5 defendants, including *Greyson*.
6

7 Trustee obtained that Order based on trustee's **erroneous allegation** that
8 *Greyson* was an alter ego of debtor LPG. (March Decl. hereto).
9

10 But *Greyson* was NOT an alter ego of debtor LPG. (Han Trinh Decl. hereto).
11 *Greyson* was a **competitor** of LPG (Han Trinh Decl. hereto). *Greyson* being a
12 competitor of LPG is the polar opposite of *Greyson* being an alter ego of LPG. (Han
13 Trinh Decl. hereto).
14

15 Trustee Marshack's attorney Celentino admitted, at the hearing held 6/12/23,
16 that **Greyson was NOT the alter ego of debtor LPG.** **Exhibit G** to Declaration of
17 Kathleen P. March Esq. is the full 6/12/23 hearing transcript; see page 33 bottom to
18 page 34 of the transcript, where Celentino admits that *Greyson* is **not** the alter ego of
19 debtor LPG. The 5/26/23 Lockout and Preliminary Injunction Order is **Exhibit D** to
20 March Decl. The adversary proceeding docket is **Exhibit C** to March Decl.
21
22

23 The Lockout and Preliminary Injunction Order may have been proper as to
24 entities that were alter egos of debtor LPG. But the Lockout and Preliminary
25 Injunction Order was obtained by Trustee against *Greyson*, due to **negligent error by**
26 **Trustee as to Greyson**, of Trustee alleging, **in error**, that *Greyson* was an alter ego of
27
28

1 LPG, when Greyson was not an alter ego of LPG, but rather was a **competitor** of
2 LPG, which was severely damaged by the Lockout order and preliminary injunction
3 against Greyson, and by the **inexcusably negligent several months delay** of
4
5 Trustee's attorneys in undoing the lockout of Greyson from Greyson's offices, and of
6 undoing the seizure of Greyson's property, and locking Greyson out of Greyson's
7 emails, LUNA client management system software, website domain, etc., things
8 Trustee's attorney Celentino had done, damaging Greyson. (Han Trinh Decl.).

10 Han Trinh's Declaration hereto explains that on 6/2/23, Celentino and his field
11 agents locked Han and Jayde Trinh, who were Greyson's head administrators, and
12 other Greyson personnel, out of Greyson's offices, seizing Greyson's client files,
13 which were Greyson's property.

15 In addition, on 6/2/23, **cut off Greyson's access to Greyson's client files and**
16 **records, froze Greyson's bank accounts, froze Greyson from using its payment**
17 **processors, froze Greyson's access to Greyson's email, froze Greyson out of its**
18 **own website, and diverted Greyson's US mail, etc.** (Han Trinh Declaration hereto
19 explains all these things that Trustee's attorneys/field agents did to Greyson).

22 As March's declaration attaches the adversary proceeding pacer docket as
23 **Exhibit C**, and explains that the docket/pleadings Trustee filed, establishes that
24 Trustee's attorneys **concealed** what they were doing from the many defendants
25 (including Greyson) sued in Trustee's adversary proceeding, until well after Trustee
26 obtained the 5/26/23 Lockout and Preliminary Injunction Order.

1 Trustee's concealment of Trustee's adversary proceeding, motion for Lockout
2 Order and preliminary injunction **deprived** Greyson and the other defendants from
3 being able to protect themselves by appearing and opposing Trustee's Motion for the
4 Lockout and Preliminary Injunction Motion. (March Declaration hereto).

5
6 The pacer docket shows Trustee Marshack filed his adversary proceeding on
7 5/25/23, and filed his Motion for lockout and preliminary injunction against
8 defendants (including Greyson) on that same day, 5/25/23. (pacer docket is **Exhibit C**
9 to March Decl.). Along with his Motion, Trustee filed a motion to seal his Motion
10 (motion to seal is **Exhibit E** to March Decl., saying in the Motion to seal that Trustee
11 didn't want defendant Diab to know what Trustee was doing. Obviously Trustee
12 didn't want any of the defendants, including Greyson, to know what Trustee was
13 doing, because none of them were served. The Bankruptcy Court granted Trustee's
14 Motion to seal (Order sealing Motion is **Exhibit F** to March Decl. hereto).

15
16
17
18 The "evidence" against Greyson, in Trustee's motion for Lockout and
19 Preliminary Injunction order was inadequate, mainly inadmissible hearsay. (March
20 Decl). **As Trustee counsel Celentino later admitted, at the 6/12/23 Court hearing,**
21 **Greyson was NOT an alter ego of LPG.** (Transcript is **Exhibit G** to March Decl).

22
23
24 But Greyson, not having be served with anything, had no opportunity to defend
25 itself, before the Court granted the Lockout and Preliminary Injunction Order as to
26 Greyson, on 5/26/23. (March Decl., Han Trinh Decl.).

1 By proceeding with no notice to Greyson, Trustee **assumed the risk** that
2 Greyson would be “collateral damage” in the Lockout and Preliminary Injunction
3 Order. (March Decl.). The US Supreme Court *Reading Co* fundamental fairness
4 doctrine requires the LPG bankruptcy estate to pay for the damage Trustee did to
5 Greyson by proceeding with no notice to Greyson, and giving Greyson no opportunity
6 to defend, and by obtaining the Lockout and Preliminary Injunction order against
7 Greyson, by making the false allegation that Greyson was an alter ego of LPG, when
8 Trustee thereafter, on 6/12/23 admitted Greyson was NOT an alter ego of LPG, and by
9 taking **two months** to even partially undo the lockout and preliminary injunction as to
10 Greyson, which Trustee should have undone, on 6/12/23. (March Decl, Han Trinh
11 Decl).

12
13
14
15
16 **IV. THE NEGLIGENT (AND WORSE) CONDUCT OF TRUSTEE’S**
17 **ATTORNEY CELENTINO, AND CELENTINO’S FIELD AGENTS,**
18 **DAMAGING GREYSON, ENTITLES GREYSON TO THE**
19 **ADMINISTRATIVE CLAIM GREYSON HERE MOVES FOR**

20 Negligence of a trustee (here by Trustee Marshack’s attorney Christopher
21 Celentino, and Celentino’s field agents) that causes damage to a non-debtor Greyson,
22 entitles Greyson to the administrative claim here moved for.

23
24 But here, there was more than just negligence, because Celentino’s refusal and
25 delay to return Greyson’s client files, constituted **conversion** of Greyson’s client files,
26 and Celentino’s refusal, from **6/13/23 to date this Motion if filed**, to restore
27 Greyson’s access to Greyson’s LUNA account, which was Greyson’s client
28

1 relationship management software, which Greyson used to track and manage
2 Greyson's clients, is more than just negligent.

3 Greyson is a direct competitor of debtor LPG. (Han Trinh Declaration hereto).
4
5 Trustee Marshack was in charge of debtor LPG, and the conduct by Trustee's
6 Celentino and Celentino's field agents, damaging Greyson, is not just negligence.
7 That conduct constitutes **unfair competition** against Greyson—by LPG, a **direct**
8 **competitor of Greyson**. (Declaration of Kathleen P. March, Esq. hereto;
9 Declaration of Douglas Plazak, Esq. hereto).
10

11 Trustee's attorney Celentino was at fault from the start: Celentino, by Trustee's
12 Emergency Motion filed under seal, with no notice to Greyson or any other alleged
13 "alter ego" of debtor LPG, obtained the 5/26/23 Lockout and Preliminary Injunction
14 Order against Greyson, based on Trustee's declarants **falsely alleging** that Greyson
15 was an alter ego of debtor LPG; when Greyson was **not** an "alter ego" of LPG, but
16 instead was a **direct competitor of LPG**. (March Decl, per Trustee's Motion for
17 lockout and preliminary injunction against Greyson and other entities, Han Trinh
18 Declaration).
19
20
21

22 That lockout order and preliminary injunction was executed on Greyson by
23 Celentino and his field agents on 6/2/23, who locked Greyson's administrators (Han
24 and Jayde Trinh), and other Greyson personnel, out of Greyson's offices, and who
25 seized Greyson's client files, which were Greyson's property. (Han Trinh Declaration
26 hereto) In addition, on 6/2/23, Celentino/his field agents froze Greyson's bank
27
28

1 account, froze Greyson's payment processing account (which processed payments
2 from Greyson's clients), froze Greyson out of Greyson's email accounts, froze
3 Greyson out of Greyson's website domain. (Han Trinh Decl. hereto). The things
4 Celentino and the field agents did almost completely shut down Greyson. (Han Trinh
5 Decl. hereto).
6

7
8 Then, at the Court hearing held 6/12/23, Trustee's attorney Celentino admitted
9 Greyson was **not** an alter ego of LPG. (March Esq., Decl. attaching, as **Exhibit G**,
10 the relevant pages of 6/12/23 court transcript; Douglas Plazak, Esq. Declaration).
11

12 But even though Trustee's attorney admitted, on 6/12/23, that Greyson was not
13 an alter ego of LPG, Celentino/field agents **NEVER, to present,** returned to
14 Greyson, access to Greyson's own emails, which Trustee had locked Greyson out of,
15 on 6/2/23. (Han Trinh Decl). When Han asked Celentino to let Greyson access
16 Greyson's own emails, Celentino told Han that Greyson would have to buy its emails
17 from Celentino, if Greyson wanted to get those emails back.
18

19
20 Because Celentino only obtained the lockout and preliminary injunction order
21 against Greyson, by the FALSE allegations that Greyson was an alter ego of Greyson,
22 Celentino had a duty to release the items he had frozen, promptly, after the 6/12/23
23 hearing, but did not do so. (Han Trinh Decl.).
24

25 But instead of taking steps to undo the—obtained on false allegations-- Lockout
26 and Preliminary Injunction Order as to Greyson on 6/13/23, **after the 6/12/23**
27 **hearing,** Celentino/his field agents increased the damage to Greyson, by seizing
28

1 Greyson's LUNA account, and locking Greyson out of Greyson's LUNA account,
2 which was Greyson's client management relationships software, which Greyson used
3 to manage all Greyson's clients. (Han Trinh Decl.).
4

5 Despite Greyson's then attorney Douglas Plazak, Esq., (see Plazak Decl.
6 hereto) immediately requesting Celentino to restore Greyson's access to Greyson's
7 LUNA software/client data base, Celentino/his field agents have NEVER, to present,
8 restored Greyson's access to Greyson's LUNA software /client data base. (Plazak
9 Decl., Han Trinh Decl.).
10

11
12 Celentino did not allow Greyson to access Greyson's LUNA account until
13 7/7/23 (Han Decl.). But from when Celentino seized Greyson's LUNA account, and
14 locked Greyson out of it, on 6/12/23, until 7/7/23, Celentino and his field agents were
15 able to access Greyson's complete client data base, while preventing Greyson from
16 accessing Greyson's client base. (Han Trinh Decl.). That conduct by Celentino and
17 his field agents is negligent, but it is more than negligent, it is **conversion** of Greyson
18 assets, and is **unfair competition** by debtor LPG, against Greyson, a direct competitor
19 of LPG. Giving LPG access to Greyson's client base, while keeping Greyson locked
20 out of Greyson's emails and LUNA account, made it impossible for Greyson to
21 compete with LPG, which was being run by Celentino, as the alter ego of LPG. (Han
22 Trinh Decl.; March Decl.).
23
24
25
26
27
28

1 **Negligence**, without more, entitles Greyson to be granted allowance, and
2 payment, of Greyson's \$300,633 administrative claim here moved for, to be paid by
3 the LPG bankruptcy estate, as here moved for.
4

5 Greyson's \$5,134,000 administrative expense claim, here moved for, is for
6 post-petition services, i.e., services Greyson attorneys performed for LPG's alter ego,
7 Phoenix, per contract between Phoenix and Greyson, that was entered into and
8 performed **after** 3/20/23, the date on which LPG filed bankruptcy, performed at
9 reasonable cost, benefitting Phoenix/LPG. (Han Trinh Decl.) That part of Greyson's
10 claim is a standard 11 USC 503(b)(1)(A) claim.
11
12

13 Granting the lockout order and preliminary injunction against entities (Phoenix
14 Law Group, Consumer Law Group) that actually were alter egos of LPG, protected
15 the LPG bankruptcy estate. But as Greyson was NOT an alter ego of LPG. (Han
16 Decl, Celentino admission at 6/12/23 hearing).
17

18 It was **negligent** of Trustee's attorney, Celentino, to obtain the 5/26/23 lockout
19 order and preliminary injunction against Greyson, based on the **false allegation** that
20 Greyson was an alter ego of LPPG. (March Decl.). I was **further negligence** that
21 Celentino/his field agents, to **failed to promptly take steps to undo the damage** the
22 lockout order and preliminary injunction were causing to Greyson. (March Decl.,
23 Plazak Decl.). It was intentional misconduct that Celentino seized and locked
24 Greyson out of Greyson's LUNA account and data base, which Greyson and Greyson
25 attorneys used to service Greyson's clients, by Celentino—**after** the 6/12/23 hearing
26
27
28

1 where Celentino admitted Greyson was NOT an alter ego of LPG—seized and froze
2 Greyson’s LUNA account and data, and despite request, did not allow Greyson to re-
3 access Greyson’s LUNA account and data, until 7/7/23. (March Decl.)
4

5 The things Celentino and his field agents did to Greyson were unfair
6 competition by LPG and LPG’s alter ego Phoenix, against Greyson. (March Decl.)
7 Pursuant to the US Supreme Court *Reading* case fundamental fairness doctrine, the
8 Court must properly grant Greyson an administrative claim, as here moved for, to
9 have the bankruptcy estate compensate Greyson for the damage Trustee’s attorney
10 Celentino, and Celentino’s field agents, caused to Greyson. (Trinh Decl., March
11 Decl.).
12
13

14 On 6/12/23, Trustee amended his adversary proceeding complaint, to no longer
15 allege Greyson was an alter ego of LPG, but alleged Greyson had received fraudulent
16 transfers. (March Decl.; Trustee’s amended Complaint, filed 6/15/23, is dkt.62 on
17 adversary proceeding docket that is Exhibit to March Decl.). However, fraudulent
18 transfer allegations would not have entitled Trustee to lockout Greyson, or to seize
19 Greyson’s assets (including Greyson’s client files and Greyson’s computers, all of
20 which were Greyson assets) or to freeze/lock Greyson out of Greyson’s bank account,
21 payment processor, emails, LUNA client management system, or website; or to divert
22 Greyson’s US mail to Celentino. (March Decl. hereto) The only way Trustee got the
23 5/26/23 lockout order and preliminary injunction against Greyson was by the false
24 allegation that Greyson was an alter ego of LPG. (March Decl.)
25
26
27
28

V. **GREYSON IS OWED AN ADMINISTRATIVE CLAIM OF \$300,633, FOR THE 22 OF 48 GREYSON CLIENTS GREYSON LOST, DUE TO NEGLIGENCE OF CELENTINO/HIS FIELD AGENTS, OF SEIZING/CONVERTING 48 GREYSON CLIENT FILES (WHICH WERE GREYSON PROPERTY), AND THEN DELAYING, FOR A MONTH, RETURNING GREYSON’S CLIENT FILES TO GREYSON**

The Court should grant Greyson a \$300,633 administrative claim, representing the fees Greyson, lost because Greyson lost 22 of 48 Greyson clients, due to attorney Celentino’s field agents seizing 48 Greyson client files—which were Greyson property—from Greyson’s offices, on 6/2/23, when they locked Greyson out of Greyson’s offices, and then delaying a full month, despite demand for return, before returning Greyson’s 48 client files to Greyson. (Han Trinh Decl. hereto, which explains how the \$300,633 figure is calculated; Plazak Decl. hereto, that he requested files be returned immediately). Celentino’s field agents seizing, and holding Greyson’s 48 client files for a month, was negligent, and constituted conversion of Greyson’s property, and unfair competition against Greyson. (Han Trinh Decl. hereto).

Celentino’s field agents seizing the 48 Greyson client files, and refusing to return them for a month, despite Greyson’s request that Greyson’s files be returned to Greyson, caused Greyson to lose 22 of those clients, because Greyson was prevented for that month, from contacting the 48 Greyson clients, both because

1 Trustee's field agents seized the 48 Greyson's client files, and because during the
2 same month, Celentino and his field agents had locked Greyson and its attorneys out
3 from using Greyson's emails, and on 6/12/23 had locked Greyson and Greyson's
4 attorneys out from using Greyson's LUNA client management relationship software
5 and account, which Greyson and Greyson attorneys used to manage Greyson's clients.
6 (All attested to in Han Trinh Decl. hereto). Celentino's improper conduct and
7 improper delay caused Greyson to lose the 22 high fee clients of the 48 clients.
8

9
10 **Exhibit HH** (double h) to Han's Declaration hereto lists the 22 clients Greyson
11 lost, and lists the dollar amount of fees which each of the 22 clients would have paid
12 Greyson. The fees the 22 clients would have paid Greyson adds up to \$300,633, and
13 which is the \$300,633 Celentino's improper conduct caused Greyson to lose, mainly
14 to Phoenix (the alter ego of LPG, which Celentino is running). **Exhibit II** (double i)
15 to Han's Declaration lists the 24 low fee clients that Phoenix did not take. Obviously
16 Celentino gave Phoenix access to the 48 Greyson client files, during Celentino's
17 month long delay in returning Greyson's 48 client files to Greyson, and Phoenix took
18 the 22 high fee clients, during the month-long period in which Celentino's actions
19 prevented the clients from contacting Greyson, and preventing Greyson from
20 contacting the clients, making it easy for Phoenix to take Greyson's "high fee" clients.
21 (March Decl., Han Decl.)
22

23
24
25
26 **VI. POST-PETITION (AFTER LPG FILED BANKRUPTCY ON 3/20/23),**
27 **PHOENIX LAW GROUP—WHICH CELENTINO TOOK OVER AND**
28

OPERATES, AS BEING AN “ALTER EGO” OF LPG--CONTRACTED WITH GREYSON, TO PAY GREYSON \$2,000 PER LAWSUIT, TO HAVE GREYSON LAWYERS DEFEND PHOENIX CLIENTS, FOR PHOENIX; THE \$2,000 PER CASE FEES TOTAL \$5,134,000, WHICH PHOENIX OWES TO GREYSON, BUT WHICH CELENTINO HAS WRONGFULLY REFUSED TO PAY TO GREYSON

Greyson is entitled to be granted an administrative claim of \$5,134,000, for the \$2,000 per case which Phoenix Law Center (“Phoenix”)—an alter ego of LPG being run by Celentino—contracted to pay to Greyson, to utilize Greyson attorneys to defend Phoenix consumer debtor clients in lawsuits, but which Celentino has not allowed Phoenix to pay ANY amount of. (Han Trinh Decl. hereto).

Greyson was not incorporated with the California Secretary of State until 5/12/23 (CA corporation no. 5714736, see printout from CA Secretary of State, which is Exhibit H to March Decl. hereto). LPG filed its bankruptcy case on 3/2023. Consequently, all activities of Greyson are after LPG filed its bankruptcy case, i.e., are “post-petition” activities. Greyson and Phoenix signed a written contract for the \$2,000 per case Phoenix was to pay Greyson. (Han Decl. hereto). However, in the 6/2/23 lockdown, Celentino/his field agents seized Han’s computer, and seized managing attorney Scott Eadie’s computer, and seized all the other computers at Greyson, and have never returned those computers (or the cloud storage of those computers) to Greyson/Han/Eadie. (Han Decl. hereto). Celentino and his field agents have access to the data on all the seized computers, as Celentino demanded that

1 Greyson's IT personnel give access to Celentino/his field agents. But
2 Greyson/Han/Eadie no longer have access to the seized computers/their data, to
3 download and attach the written contract. (Han Trinh Decl.).
4

5 Han Trinh's Declaration hereto explains that Phoenix had few, if any, attorneys,
6 and so contracted with Greyson, to pay Greyson \$2,000 per lawsuit, to use Greyson
7 attorneys to represent Phoenix consumer debtor clients, in lawsuits filed against those
8 Phoenix clients. (Han Trinh Decl. hereto) \$2,000 per case was a very reasonable
9 price. (Han Trinh Decl.).
10

11 But when Greyson requested Phoenix to pay Greyson the \$2,000 per case
12 contracted for price, **owed by Phoenix to Greyson for Greyson's post-petition**
13 **work for Phoenix, per the post-petition Phoenix-Greyson contract**, Celentino—
14 who had taken over running Phoenix (as an alter ego of debtor LPG)—refused to pay
15 Greyson the contracted for \$2,000 per lawsuit price, owed to Greyson by Phoenix,
16 pursuant to Phoenix' contract to pay Greyson \$2,000 per lawsuit, to have Greyson
17 attorneys defend Phoenix consumer debtor clients in lawsuits.
18
19
20

21 To date, Phoenix has paid ZERO to Greyson, because Celentino has not
22 permitted Phoenix to pay Greyson for **any** of the work done by Greyson attorneys,
23 which Phoenix contracted to pay Greyson for. (Han Trinh Decl.). Greyson needed
24 those payments, per contract, so that Greyson could pay the Greyson W-2 attorneys.
25 (Han Trinh Decl.) Phoenix has paid Greyson ZERO to date, of the \$5,134,000
26
27
28

Phoenix owes Greyson. (Han Trinh Decl.). Because Phoenix is LPG's alter ego, the LPG bankruptcy estate owe Greyson that \$5,134,000. (March Decl.).

The \$5,134,000 is calculated as follows:

1. Greyson's Texas and Oklahoma attorney worked, post-petition, on approximately 1,500 lawsuits for Phoenix Law Group, pursuant to Greyson's contract with Phoenix Law Group. $1,500 \times \$2,000 = \$3,000,000$.

2. One of Greyson's California attorneys worked post-petition, on approximately 140 lawsuits for Phoenix Law Group, pursuant to Greyson's contract with Phoenix Law Group. $140 \times \$2,000 = \$280,000$.

3. Greyson's Louisiana attorney worked post-petition, on approximately 375 lawsuits for Phoenix Law Group, pursuant to Greyson's contract with Phoenix Law Group.. $375 \times \$2,000 = \$750,000$.

4. Greyson's Florida attorney worked post-petition, on approximately 250 lawsuits for Phoenix Law Group, pursuant to Greyson's contract with Phoenix Law Group. $250 \times \$2,000 = \$500,000$.

5. Greyson's Nevada and Arizona attorney worked post-petition on approximately 20 lawsuits at the time, for Phoenix Law Group, pursuant to Greyson's contract with Phoenix Law Group. $20 \times \$2,000 = \$40,000$.

6. Greyson's West Virginia attorney worked post-petition on approximately 30 lawsuits for Phoenix Law Group pursuant to Greyson's contract with Phoenix Law Group. $30 \times \$2,000 = \$60,000$.

1 7. Greyson's Illinois, Iowa, and Arkansas attorney worked post-petition on
2 approximately 150 lawsuits for Phoenix Law Group, pursuant to Greyson's
3 contract with Phoenix Law Group. $150 \times \$2,000 = \$300,000$.
4

5 8. Greyson's Managing Attorney, Scott Eadie, worked post-petition on
6 approximately 102 lawsuits for Phoenix Law Group, pursuant to Greyson's
7 contract with Phoenix Law Group. $102 \times \$2,000 = \$204,000$. [as itemized in
8 Han Trinh Decl. hereto]
9

10 Just for these attorneys' work alone, Greyson is owed **\$5,134,000** by Phoenix
11 Law Group—which Celentino had taken over running as being an alter ego of debtor
12 LPG. (Han Trinh Decl.). Celentino has **refused, wrongfully,** to pay Greyson the
13 contracted for \$2,000 per lawsuit, for **any** of the lawsuits where Greyson attorneys
14 been hired to litigate the suits for Phoenix Law Center, for \$2,000 per lawsuit to be
15 paid to Greyson by Phoenix Law Center. (Han Trinh Decl. hereto).
16
17

18 Celentino demanded that each Greyson attorney email Celentino a list of all the
19 clients/lawsuits each Greyson attorney was working on for Phoenix, for the \$2,000 per
20 case fee to be paid by Phoenix to Greyson. Greyson could not send those lists,
21 because Trustee field agents locked Greyson and Greyson's W-2 attorney employees
22 out of Greyson's data bases and emails, including locking Greyson/its attorneys out of
23 Greyson's LUNA account, as explained supra. Plus, Celentino and Trustee's filed
24 agents have never allowed Greyson or Greyson's attorneys, to access Greyson's
25
26
27
28

1 emails, after Celentino and the filed agents locket those emails, despite multiple
2 demands for access. (Han Trinh Decl. hereto)

3
4 Because Phoenix is the alter ego of LPG, and therefore is the same as LPG, this
5 Court should grant Greyson an administrative claim against the LPG's bankruptcy
6 estate, for a minimum of **\$5,134,000**, which is the \$2,000 per lawsuit, which Phoenix
7 contracted with Greyson to pay Greyson, to have Greyson attorneys defend Phoenix
8 consumer debtor clients in lawsuits. Han Trinh's Declaration hereto itemizes the
9 representation, at \$2,000 per suit, which adds to \$5,134,000.
10

11
12 The contract between Greyson and Phoenix was after 3/20/23, the date LPG
13 filed bankruptcy, i.e., is a post-petition contract and work. As Greyson was not
14 incorporated until 5/12/23, there can be no issue about that. Phoenix, which either had
15 no or few lawyers, to appear in lawsuits to defend Phoenix consumer client
16 defendants, contracted with Greyson to have Greyson's attorneys perform that work
17 for Phoenix.
18

19
20 Greyson's work for Phoenix is a classic 11 USC §503(b)(1)(A) claim: post-
21 petition contract and work which was essential for Phoenix/LPG to carry on its
22 business, thereby benefitting Phoenix/LPG, done for a reasonable price (\$2,000 per
23 lawsuit). Greyson is entitled to be granted allowance and payment, by the LPG
24 bankruptcy estate of a **\$5,134,000** (minimum) administrative claim.
25
26
27
28

VII. CONCLUSION

Pursuant to the US Supreme Court *Reading Co* case **fundamental fairness rule**, and pursuant to 11 USC §503(b)(1)(A), this Court should grant Greyson Law Center PC's Motion for Allowance and Payment of Administrative Claim against the LPG bankruptcy estate for **\$300,633** to be paid to Greyson by debtor LPG's bankruptcy estate. That **\$300,633** administrative claim to Greyson, representing fees Greyson lost because Celentino's negligent (and worse) conduct caused Greyson to lose Greyson's 22 "high fees" clients, out of 48 clients, due to Celentino's month-long delay in returning Greyson's 48 client files to Greyson, which were Greyson's property, but which the field agents had seized from Greyson's offices during the 6/2/23 lockout of Greyson from Greyson's offices, and refused to return to Greyson for a full month.

During that month Celentino—who was in control of Phoenix, as being LPG's alter ego—obviously gave Phoenix access to Greyson's 48 client files, because during the month where Celentino's conduct prevented Greyson from communicating with Greyson's 48 clients, Phoenix contracted with the 22 high fee clients (which would have paid Greyson \$300,633 in fees), leaving only the low fee clients at Greyson. (All attested to in Han Trinh Declaration). Celentino's conduct was negligent. But his conduct was not only negligent, that conduct was conversion of Greyson's property, and was unfair competition by debtor LPG, against Greyson, a direct competitor of LPG.

1 In addition, because Phoenix is the alter ego of LPG, and therefore is the same
2 as LPG, this Court should grant Greyson an administrative claim against the LPG
3 bankruptcy estate, for a minimum of \$5,134,000, which is the \$2,000 per lawsuit,
4 which Phoenix contracted with Greyson to pay Greyson, to have Greyson attorneys
5 defend Phoenix consumer debtor clients in lawsuits. Han Trinh's Declaration hereto
6 itemizes the representation, at \$2,000 per suit, which adds to \$5,134,000. The
7 contract between Greyson and Phoenix was after 3/20/23, the date LPG filed
8 bankruptcy, i.e., is a post-petition contract and work. As Greyson was not
9 incorporated until 5/12/23, there can be no issue about that. Phoenix, which either had
10 no lawyers or few lawyers to appear in lawsuits to defend Phoenix consumer client
11 defendants, contracted with Greyson to have Greyson's attorneys perform that work
12 for Phoenix. Greyson's work for Phoenix is a classic 11 USC §503(b)(1)(A) claim:
13 post-petition contract and work which was essential for Phoenix/LPG to carry on its
14 business, thereby benefitting Phoenix/LPG, done for a reasonable price (\$2,000 per
15 lawsuit).

16
17 Greyson is entitled to be granted allowance and payment, by the LPG
18 bankruptcy estate of a \$5,134,000 (minimum) administrative claim.
19

20
21 Dated: November 17, 2023

THE BANKRUPTCY LAW FIRM, PC

22
23
24
25 /s/ Kathleen P. March

By: Kathleen P. March, Esq

*Attorneys for Greyson Law Center PC
on this Motion and in Adv. Proc.*

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
10524 W. Pico Blvd., Ste. 212, Los Angeles, CA 90064

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF MOTION AND MOTION OF GREYSON LAW GROUP PC, FOR AN ORDER GRANTING ALLOWANCE AND PAYMENT OF ADMINISTRATIVE CLAIM, PURSUANT TO 11 U.S.C. §503(b)(1)(A); DECLARATIONS OF HAN TRINH, KATHLEEN P. MARCH, ESQ. AND DOUGLAS PLAZAK, ESQ., EACH WITH EXHIBITS** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 11/17/23, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

See next page

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) 11/17/23, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Litigation Practice Group P.C.
17542 17th St
Suite 100
Tustin, CA 92780

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) 11/17/23, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Hon. Scott Clarkson
United States Bankruptcy Court
411 West Fourth Street, Suite 5130
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

11/17/23
Date

Kathleen P. March
Printed Name

/s/ Kathleen P. March
Signature

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

- **Eric Bensamochan** eric@eblawfirm.us, G63723@notify.cincompass.com
- **Peter W Bowie** peter.bowie@dinsmore.com, caron.burke@dinsmore.com
- **Ronald K Brown** ron@rkbrownlaw.com
- **Christopher Celentino** christopher.celentino@dinsmore.com, caron.burke@dinsmore.com
- **Shawn M Christianson** cmcintire@buchalter.com, schristianson@buchalter.com
- **Randall Baldwin Clark** rbc@randallbclark.com
- **Leslie A Cohen** leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;clare@lesliecohenlaw.com
- **Aaron E. DE Leest** adeleest@DanningGill.com, danninggill@gmail.com;adeleest@ecf.inforuptcy.com
- **Jenny L Doling** jd@jdl.law, dolingjr92080@notify.bestcase.com;15994@notices.nextchapterbk.com;jdoling@jubileebk.net
- **Daniel A Edelman** dedelman@edcombs.com, courtecl@edcombs.com
- **William P Fennell** william.fennell@fennelllaw.com, luralene.schultz@fennelllaw.com;wpf@ecf.courtdrive.com;hala.hammi@fennelllaw.com;naomi.cwalinski@fennelllaw.com;samantha.larimer@fennelllaw.com
- **Christopher Ghio** christopher.ghio@dinsmore.com, nicollette.murphy@dinsmore.com;angelica.urena@dinsmore.com;deamira.romo@dinsmore.com
- **Eric D Goldberg** eric.goldberg@dlapiper.com, eric-goldberg-1103@ecf.pacerpro.com
- **Jeffrey I Golden** jgolden@go2.law, kadele@ecf.courtdrive.com;cbmeeker@gmail.com;lbracken@wglp.com;dfitzgerald@go2.law;golden.jeffreyi.b117954@notify.bestcase.com
- **Richard H Golubow** rgolubow@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com
- **David M Goodrich** dgoodrich@go2.law, kadele@go2.law;dfitzgerald@go2.law;wggllp@ecf.courtdrive.com
- **D Edward Hays** ehays@marshackhays.com, ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com
- **Alan Craig Hochheiser** ahochheiser@mauricewutscher.com, arodriguez@mauricewutscher.com
- **Garrick A Hollander** ghollander@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com
- **Richard L. Hyde** richard@amintalati.com
- **Razmig Izakelian** razmigizakelian@quinnemanuel.com
- **Joon M Khang** joon@khanglaw.com

- **Ira David Kharasch** ikharasch@pszjlaw.com
- **Meredith King** mking@fsl.law, ssanchez@fsl.law;jwilson@fsl.law
- **Nicholas A Koffroth** nkoffroth@foxrothschild.com, khoang@foxrothschild.com
- **David S Kupetz** David.Kupetz@lockelord.com, mylene.ruiz@lockelord.com
- **Christopher J Langley** chris@slclawoffice.com,
omar@slclawoffice.com;langleycr75251@notify.bestcase.com;ecf123@casedriver.com
- **Matthew A Lesnick** matt@lesnickprince.com,
matt@ecf.inforuptcy.com;jmack@lesnickprince.com
- **Daniel A Lev** daniel.lev@gmlaw.com,
cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com
- **Britteny Leyva** bleyva@mayerbrown.com,
2396393420@filings.docketbird.com;KAWhite@mayerbrown.com;ladoCKET@mayerbrown.com
- **Michael D Lieberman** mlieberman@lipsonneilson.com
- **Yosina M Lissebeck** Yosina.Lissebeck@Dinsmore.com, caron.burke@dinsmore.com
- **Mitchell B Ludwig** mbl@kpclegal.com, kad@kpclegal.com
- **Daniel S March** marchlawoffice@gmail.com, marchdr94019@notify.bestcase.com
- **Kathleen P March** kmarch@bkylawfirm.com,
kmarch3@sbcglobal.net,kmarch@sbcglobal.net
- **Richard A Marshack (TR)** pkraus@marshackhays.com,
rmarshack@iq7technology.com;ecf.alert+Marshack@titlexi.com
- **Laila Masud** lmasud@marshackhays.com,
lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com
- **Kenneth Miskin** Kenneth.M.Miskin@usdoj.gov
- **Byron Z Moldo** bmoldo@ecjlaw.com, amatsuoka@ecjlaw.com,dperez@ecjlaw.com
- **Glenn D. Moses** gmoses@venable.com,
cascavone@venable.com;ipmalcolm@venable.com;jadelgado@venable.com
- **Alan I Nahmias** anahmias@mbn.law, jdale@mbn.law
- **Victoria Newmark** vnewmark@pszjlaw.com
- **Queenie K Ng** queenie.k.ng@usdoj.gov
- **Keith C Owens** kowens@foxrothschild.com, khoang@foxrothschild.com
- **Lisa Patel** lpatel@lesnickprince.com,
jmack@lesnickprince.com;jnavarro@lesnickprince.com
- **Michael R Pinkston** rpinkston@seyfarth.com,
jmcdermott@seyfarth.com,sfocalendar@seyfarth.com,5314522420@filings.docketbird.com,
bankruptcydocket@seyfarth.com
- **Douglas A Plazak** dplazak@rhlaw.com
- **Daniel H Reiss** dhr@lnbyg.com, dhr@ecf.inforuptcy.com
- **Ronald N Richards** ron@ronaldrichards.com, 7206828420@filings.docketbird.com
- **Gregory M Salvato** gsalvato@salvatoboufadel.com,
calendar@salvatolawoffices.com;jboufadel@salvatoboufadel.com;gsalvato@ecf.inforuptcy.com

- **Olivia Scott** olivia.scott3@bclplaw.com
- **Jonathan Serrano** jonathan.serrano@dinsmore.com
- **Paul R Shankman** PShankman@fortislaw.com, info@fortislaw.com
- **Zev Shechtman** zs@DanningGill.com,
danninggill@gmail.com; zshechtman@ecf.inforuptcy.com
- **Leslie Skorheim** leslie.skorheim@usdoj.gov
- **Adam D Stein-Sapir** info@pflc.com
- **Howard Steinberg** steinbergh@gtlaw.com, pearsallt@gtlaw.com; NEF-
BK@gtlaw.com; howard-steinberg-6096@ecf.pacerpro.com
- **Andrew Still** astill@swlaw.com, kcollins@swlaw.com
- **United States Trustee (SA)** ustpreion16.sa.ecf@usdoj.gov
- **Sharon Z. Weiss** sharon.weiss@bclplaw.com,
raul.morales@bclplaw.com, REC_KM_ECF_SMO@bclplaw.com
- **Johnny White** JWhite@wrslawyers.com, jlee@wrslawyers.com